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**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA**

INTERNATIONAL METAPHYSICAL
MINISTRY, INC., an Arizona
corporation,

Plaintiff,

vs.

WISDOM OF THE HEART CHURCH,
a California non-profit company d/b/a
THE UNIVERSITY OF
METAPHYSICAL SCIENCES; and
various unknown and/or fictional
individuals and entities,

Defendants.

NO.

VERIFIED COMPLAINT

**(Breach of Contract, Breach of Implied
Covenant, Injunctive Relief)**

DEMAND FOR JURY TRIAL

INTRODUCTION

Plaintiff International Metaphysical Ministry (“IMM”) is an educational institution located in Sedona, Arizona. Wisdom of the Heart Church, d/b/a The University of Metaphysical Sciences (“UMS”) is an educational institution located in Arcata, California, operated by an alumnus of IMM. IMM was previously a Plaintiff in litigation against its direct competitor Defendant UMS in this Court. This prior action involved UMS’s alleged infringement of IMM’s registered marks and copyrighted materials, as well as unfair competition and false advertising, arising from a number of dummy websites purporting to be IMM but instead directing enrollment traffic to UMS, as well as UMS’s allegedly knowing use of certain keywords, search terms, and URLs designed to drive traffic meant for IMM to similarly-designed websites operated by UMS. Finally, IMM alleged that UMS directed DDoS attacks against IMM’s websites, designed to take the websites down during periods of heavy enrollment. Essentially, the claims in the litigation were that UMS intended to disparage IMM, to confuse the market for students between IMM and UMS, to drive enrollment traffic from IMM to UMS, and to affect IMM’s ability to enroll students.

After a settlement conference in this Court on June 10, 2019, on August 9, 2019, and with neither party admitting any of the allegations or liability, IMM and UMS entered into a Confidential Settlement Agreement. As part of the settlement agreement, IMM and UMS entered into a mutual non-disparagement clause. In light of the allegations in the underlying litigation, such a clause was extremely important to IMM. The clause stated that the parties “agree to not disparage one another and to not make any statement about the other’s conduct, reputation, or business dealings that is designed to or has the effect of injuring the other’s reputation or business interests.” (Exhibit 1, at 5.)

Less than six months later, on February 7, 2020, UMS posted a page on its main website www.metaphysicsuniversity.com (itself a similar URL to IMM’s mark University of Metaphysics™ and one of the subjects of the underlying litigation), wherein it clearly referenced IMM, and further disparaged or contained misinformation about IMM’s

1 curriculum, cost structure, teaching methodology, instructor/student interaction, and
2 guidance for graduates. (Exhibit 2.) The page included comparative statements designed
3 to demonstrate that UMS's methods and institution was somehow superior to IMM's.
4 IMM became aware of this page in August 2020, and within a month, sent UMS a dispute
5 notice as required by the Settlement Agreement. (Exhibit 3.) The demand was that the
6 page be removed. UMS did not meet the demand, instead only slightly editing the page.
7 But the information was clearly still referencing IMM, and clearly was still designed to
8 disparage IMM. (Exhibit 4.) Further, not long after the original post by UMS, IMM
9 began to receive anonymous online reviews that contained *the same* disparaging
10 information as the page on UMS's site, in *the same* order. These reviews were either
11 posted by UMS or someone affiliated with UMS or were posted by someone who read
12 UMS's post, believed the post, knew the post referenced IMM, and reviewed IMM based
13 on that post. (Exhibit 5.) So either UMS posted disparaging information, thereby
14 violating the Settlement Agreement, or its original post (which itself violated the
15 Settlement Agreement) caused direct damages to IMM.

16 Further, and while investigating the false reviews, IMM discovered that UMS had
17 been running advertisements using certain terms, including IMM's marks, that were
18 prohibited by the Settlement Agreement. Specifically, UMS was using University of
19 Metaphysics, University of Sedona, International Metaphysical Ministry, and
20 abbreviations thereof (UOM, IMM, and UOS), in their Google ads and headlines for ads
21 both in the United States and abroad. But the Settlement Agreement expressly prohibited
22 the use by either IMM or UMS of their competitor's registered marks or abbreviations
23 thereof as advertising keywords. IMM engaged an advertising analysis company to report
24 on the use of these names and the evidence has been conclusive: UMS was using these
25 marks (both those with current registrations and those without) as Google ads and
26 headlines, in breach of the Settlement Agreement. (Exhibit 6.)

27 At bottom, UMS is in breach of both the mutual non-disparagement clause of the
28 Settlement Agreement—and has admitted as much by editing the page, albeit

1 ineffectively—as well as the agreement to refrain from using IMM’s marks in its
2 advertising. IMM has attempted to resolve the matter short of litigation, but UMS has
3 failed to comply. IMM has been left with no choice but to bring this Breach of Contract
4 action, alleging that UMS has violated the non-disparagement clause, and seeking not
5 only damages for the breach but also for injunctive relief as the parties stipulated to in the
6 Settlement Agreement.

7 **THE PARTIES**

8 1. Plaintiff International Metaphysical Ministry, Inc. (hereinafter “IMM”) is a
9 501(c)(3) non-profit religious and educational organization offering instruction in
10 metaphysics and religious studies. IMM is headquartered in Sedona, Arizona. IMM
11 operates under several names, including the registered mark The University of
12 Metaphysics™ and The University of Sedona, which was registered and whose re-
13 registration is pending. As detailed later in this Complaint, IMM offers its programs
14 worldwide via the Internet.

15 2. Defendant The University of Metaphysical Sciences, Inc. (“UMS”) is a d/b/a of
16 Wisdom of the Heart Church, a California non-profit company. Like IMM, UMS is a
17 non-profit religious and educational institution offering instruction in metaphysics. UMS
18 is headquartered in Arcata, California. UMS was founded and is operated by an IMM
19 graduate, Christine Breese. Like IMM, UMS offers its programs worldwide via the
20 internet.

21 3. IMM and UMS are direct competitors in the market for prospective students in
22 metaphysics who are seeking further education online. Both institutions advertise for
23 prospective students via the internet and the websites they operate, and enroll those
24 students via those websites.

25 **JURISDICTION AND VENUE**

26 4. This is a civil action for Breach of Contract arising from a Settlement
27 Agreement reached in *International Metaphysical Ministry v. Wisdom of the Heart*
28 *Church*, Northern District of California No. 4:18-CV-04524-SBA, after a June 10, 2019

1 settlement conference before the Court's alternative dispute resolution committee, and
2 memorialized in an August 9, 2019 Settlement Agreement, the relevant portions of which
3 are attached hereto as Exhibit 1.¹

4 5. The Settlement Agreement has a choice of law provision in the State of
5 California, and a jurisdictional provision that any action to enforce the Settlement
6 Agreement be brought in a court of competent jurisdiction.

7 6. The prior action between IMM and UMS was originally brought in the District
8 of Arizona, but UMS successfully argued for transfer into this Court as a court of
9 competent jurisdiction, such that it is conceded this Court has jurisdiction over UMS and
10 this action. *See International Metaphysical Ministry v. Wisdom of the Heart Church*,
11 District of Arizona No. 2017-CV-08280-JTT, Documents No. 21 and 21-1.

12 7. This Court has diversity jurisdiction as the amount in controversy exceeds the
13 jurisdictional minimum, and the parties are residents of Arizona and California.

14 8. Venue in this District is proper under 28 U.S.C. § 1391(b).

15 **INTRADISTRICT ASSIGNMENT**

16 9. A substantial part of the events and omissions giving rise to the claims in this
17 case occurred in the County of San Francisco. Specifically, and as stated above, the
18 settlement agreement at issue herein was negotiated and put on the record in open Court in
19 the San Francisco Division. Accordingly, assignment to the San Francisco Division or the
20 Oakland Division is proper pursuant to Civil L.R. 3-2(c) and (d).

21 **ALLEGATIONS COMMON TO ALL COUNTS**

22 **The Prior Action**

23 10. On December 28, 2017, IMM filed a lawsuit in the District of Arizona alleging
24 that UMS had infringed upon IMM's registered marks, engaged in unfair competition, and
25 further had misappropriated IMM's trade dress, among other allegations (hereinafter
26 referred to as the "2017 Action").

27
28 ¹ The Settlement Agreement contained a confidentiality provision, so it is not
attached in its entirety, but will be should it be necessary as this matter proceeds.

1 11. Without reciting the entirety of the 2017 Action, the crux of the allegations was
2 that UMS had engaged in a coordinated campaign to damage the reputation of IMM, to
3 drive traffic away from IMM's enrollment website and to UMS's enrollment website, to
4 confuse the market between IMM and UMS for prospective students, to use IMM's
5 registered marks as not only advertising keywords but embedded within UMS's website,
6 among other tactics. (*See* Document 1, District of Arizona No. 2017-CV-08280-JTT).

7 12. One of the tactics that IMM alleged UMS had engaged in was manipulating its
8 search engine optimization and Google advertising keywords to include references to
9 IMM, its location, and several of IMM's registered marks, and further, to employ new
10 URL at www.metaphysicsuniversity.com while IMM holds the registered mark The
11 University of Metaphysics™.

12 13. IMM and UMS were (and are) direct competitors in the specialized market for
13 prospective students of metaphysics, and any confusion in the marketplace generally
14 presents a zero-sum game between two competitors for enrollments.

15 14. During the pendency of the 2017 Action, UMS argued that the District of
16 Arizona lacked personal jurisdiction over it, and that the Northern District of California
17 could assert personal jurisdiction and was the proper venue for the action. (*See* Documents
18 21 and 21-1, District of Arizona No. 2017-CV-08280-JTT).

19 15. The District of Arizona ultimately agreed with UMS, and ordered the transfer
20 of the 2017 Action into the Northern District of California. (*See* Document District of
21 Arizona No. 2017-CV-08280-JTT).

22 16. After the transfer to the Northern District of California, IMM filed an amended
23 complaint with specific allegations against UMS and evidence showing UMS had used
24 IMM's registered marks International Metaphysical Ministry™ and University of
25 Metaphysics™ as both advertising keywords and titles of pages on its own website. (*See*
26 Document 83, Northern District of California No. 2018-CV-04521-SBA.)

27 17. The action in the Northern District of California was set for a settlement
28 conference before Magistrate Judge Joseph Spero, originally scheduled for March 19,

2019 but then continued to June 10, 2019. (*See* Document 79, Northern District of California No. 2018-CV-04521-SBA.)

18. A settlement conference was held at the United States Courthouse in San Francisco on June 10, 2019.

19. At that June 10, 2019 settlement conference, IMM and UMS representatives personally appeared with counsel and reached a negotiated settlement with terms that went beyond simple compensation for damages, and included restrictive covenants that governed the future conduct of both parties.

20. The stated desire of both IMM and UMS at that settlement conference was to find a way in which the two competitors could peacefully coexist in the marketplace, but with safeguards and procedures in place to prevent any future unfair competition or infringement upon marks by either party.

21. The desire of IMM in reaching that settlement was to both ensure any unfair practices ceased, but also to avoid any future litigation between IMM and UMS.

The Settlement Agreement

22. In the weeks after the settlement conference, the parties negotiated the final settlement agreement consistent with the terms negotiated and stated on the record on June 10, 2019, hereinafter referred to as the “Settlement Agreement” and attached hereto in pertinent part as Exhibit 1.

23. The Settlement Agreement was executed in early August 2019.

24. The Settlement Agreement included a mutual non-disparagement clause:

Mutual Non-Disparagement. The Parties agree to not disparage one another and to not make any statement about the other’s conduct, reputation, or business dealings that is designed to or has the effect of injuring the other’s reputation or business interests. The Parties agree and understand that, if either Party breaches this non-disparagement provision, then that Party will be subject to a claim by the other Party or Parties. The Parties further agree that damages that would be sustained by either Party in the event of a breach of this non-disparagement provision would be difficult or impossible to calculate, and thus agree that injunctive relief to prevent further breach of this Settlement Agreement is an appropriate remedy. For elimination of doubt, statements regarding the existence

of the Action and the published allegations made in the Action, and/or dissemination of public documents filed in the Action, are not considered disparagement under this Section 5.

(Settlement Agreement, at Section 5.)

25. The purpose of this Mutual Non-Disparagement clause was to prevent any future unfair competition between IMM and UMS, and to prevent any efforts by either party to impugn the reputation or business interests of the other party.

26. This Mutual Non-Disparagement clause was an integral part of the Settlement Agreement for IMM, considering that the allegations of the 2017 Action were that UMS engaged in unfair competition and a coordinated campaign to damage IMM's reputation and standing in the marketplace.

27. Within the Mutual Non-Disparagement clause was a stipulation that, if a breach of the clause ever occurred, **damages would be presumed and injunctive relief would be an appropriate remedy.**

28. The Settlement Agreement further included a dispute procedure designed to avoid future litigation and mitigate any future legal fees and costs. The procedure was intended to give both parties a mechanism in which they could notify the other party of any violation of the Settlement Agreement and then demand resolution of the violation, while giving the responding party opportunity to correct any violation prior to another expensive lawsuit like the 2017 Action.

29. It was UMS who primarily sought the dispute procedure in the Settlement Agreement, as UMS specifically complained that the 2017 Action was filed prior to any notice to UMS, and cost both parties a great deal of fees and costs.

30. The Dispute Resolution pre-filing procedure in the Settlement Agreement required a complaining party to send notice of the basis of any claim and then allow 60 days for the other party to respond prior to filing a lawsuit:

Section 9.1 The complaining Party must serve the other Party written notice of the basis of any claim 60 days prior to filing suit. The notice may be served by e-mail provided that the party receiving the notice confirms its receipt, by certified mail with return receipt, or by overnight courier service with delivery confirmation requiring a signature. Such notice shall be effective on the date of confirmed

receipt. A copy of the notice shall also be provided to the Party's counsel of record in this action.

(Settlement Agreement, at Section 9.)

31. The Settlement Agreement included a provision where, if a party brought litigation to enforce the terms of the Settlement Agreement, the prevailing party would be entitled to recover their reasonable attorneys' fees and costs:

Each party will bear its own costs and expenses (including, without limitation, attorney's fees) incurred in connection with this Action, including the preparation, execution and delivery of this Settlement Agreement. Should any future lawsuit be brought to enforce the terms of this Settlement Agreement, the prevailing party shall be awarded their reasonable attorneys' fees and costs, but only as to the lawsuit, and not as to mediation or any actions preceding the filing of such lawsuit.

(Exhibit 1, at Section 10.8.)

UMS Almost Immediately Engages in Prohibited Conduct

32. Unfortunately, after August 2019's Settlement Agreement, the peace between IMM and UMS was short-lived.

33. A mere two months later, UMS contacted IMM (without following the procedures in the Settlement Agreement), accusing IMM of breaching a term that did not even exist in the settlement agreement. Specifically, UMS alleged that IMM was titling its own web pages using UMS's marks. UMS sent screenshots of the alleged pages.

34. IMM investigated UMS's allegation in good faith, confirmed that no prohibited terms had been selected or used by IMM, and further, that the examples provided by UMS appeared to be UMS pages, not IMM.

35. IMM responded to UMS's allegations and explained there was likely some confusion by UMS.

36. IMM did not hear from UMS for some time, and had hoped that the matter would be considered resolved.

37. Unfortunately, UMS continued to contact IMM and contend that IMM had somehow violated the Settlement Agreement. On January 27, 2020, UMS's founder Christine Breese sent an e-mail to IMM alleging that IMM had violated the Settlement

1 Agreement by using “University of Metaphysical Sciences” as a Google Ad search term
2 for international searches, prohibited by Section 7. That e-mail further demanded that
3 IMM pay Google additional money for UMS to become a *negative* search term—
4 something that was never agreed to as part of the settlement.

5 38. UMS’s office manager Judith Pasko called IMM offices on January 31, 2020,
6 presumably to complain about this same allegation.

7 39. IMM again investigated in good faith, reviewing all Google Ad keyword buys
8 and confirming there were no prohibited terms used. IMM responded to UMS and again
9 explained why IMM was not in violation of the Settlement Agreement.

10 40. Unfortunately, UMS did not accept IMM’s two separate investigations and
11 explanations. UMS instead posted a page on its website www.metaphysicsuniversity.com
12 that was a clear violation of the Non-Disparagement Clause.

13 41. Specifically, on February 7, 2020, UMS posted a page on its website that,
14 while it did not directly name the University of Metaphysics (UOM), University of
15 Sedona (UOS), or International Metaphysical Ministry (IMM), obviously references these
16 institutions and contained multiple disparaging and false statements about their conduct,
17 reputation, and business dealings that are designed to injure IMM.

18 42. The text below was taken from the UMS website, which from February 2020
19 to October 2020 was available at the following link:
20 [https://metaphysicsuniversity.com/university-of-metaphysical-sciences-is-not-in-sedona-](https://metaphysicsuniversity.com/university-of-metaphysical-sciences-is-not-in-sedona-arizona/)
21 [arizona/](https://metaphysicsuniversity.com/university-of-metaphysical-sciences-is-not-in-sedona-arizona/), titled “The University of Metaphysical Sciences is NOT in Sedona Arizona:”

22 University of Metaphysical Sciences is located in Arcata, California, not Sedona,
23 Arizona. When you use the google suggested search “university of metaphysical
24 sciences sedona arizona” or “university of metaphysical sciences sedona” you will
25 find a different metaphysics university that is clearly NOT University of
26 Metaphysical Sciences. It has most of the positions on the first page of those
27 searches.

28 There has (sic) been some unfortunate search machinations on google. We are
hoping this confusion will disappear in time, even though no one knows how this

1 started. These search terms never existed before now. Therefore we need to create
2 this page to clear up any confusion that could happen.

3 (See Exhibit 2, Screenshot of Prior Version of UMS Website.)

4 43. As an initial matter, it is beyond obvious that the inclusion of the term
5 “sedona” or “sedona arizona” would not return results for UMS—which the webpage
6 highlights is “NOT in Sedona Arizona.”

7 44. UMS seems to take issue with “the google suggested search,” possibly
8 implying Google’s autofill searches—a process related to Google’s own internal
9 algorithms and not anything to do with ad buys by IMM.

10 45. And considering the initial part of that search (“university of metaphysical
11 sciences”) contains no words specifically identifying UMS, it is unclear why UMS would
12 expect Google to distinguish UMS from IMM.

13 46. Furthermore, while UOM, UOS, or IMM are not mentioned by name, it is
14 obvious this page references them.

15 47. IMM and its related institutions are the only metaphysics institutions located in
16 Sedona, Arizona. Anyone comparing potential metaphysics institutions would know
17 precisely to whom this UMS page refers. There are simply no other possible institutions to
18 which these statements could be referring.

19 48. Not surprisingly, using the “google suggested search” terms listed on the UMS
20 website resulted in the top two results being UOS and UOM. As they likely should be
21 pursuant to Google’s algorithm—and through no effort of IMM. Metaphysics is a key
22 word, and Sedona is where they are located.

23 49. There was simply no mistaking that UMS’s website was referring to IMM and
24 its related institutions.

25 50. Perhaps not coincidentally, the fourth result of a search for “metaphysics
26 Sedona” is this same UMS page that references Sedona. While the Settlement Agreement
27 does not prohibit UMS from using the word “Sedona,” in this instance UMS’s use of
28

1 “Sedona” is clearly designed to drive users looking for IMM in Sedona instead to this
2 UMS page. (See Exhibit 2.)

3 51. But the website does not simply “clear up” UMS’s bizarre understanding of
4 Google’s search terms.

5 52. The UMS page then made numerous statements about UMS’s credentials and
6 curriculum in a comparative manner to the cited competitor institution in Sedona,
7 Arizona, including:

- 8 • A **progressive curriculum written in the modern times instead of 50-60 years**
9 **ago** like the curriculum of some other schools. University of Metaphysical
10 Sciences gives credit to all sources of its curriculum materials so students can go to
11 the source of the material, rather than taking material from others without giving
12 credit in the proper places.
- 13 • Has a curriculum that **fills a large bookshelf rather than a lot of 1-3 page**
14 **articles being called “courses”** like some schools are doing. Make sure you are
15 getting an education and REAL reference material for your money! University of
16 Metaphysical Sciences courses become a reference library you can refer to for the
17 rest of your life.
- 18 • Includes **powerful and life changing audio meditations included with the**
19 **written material instead of only written material** like some other schools offer.
- 20 • There is **NO monthly fee you must pay for the rest of your life in order to keep**
21 **your Bachelors, Masters or PhD degree** earned at University of Metaphysical
22 Sciences. Once you earn your degrees, they are yours forever. No further charges
23 are added. Make sure you find out if the school you choose is going to continue to
24 charge you to keep your degree active. Very important to know! Otherwise you are
25 earning a degree you can’t keep if it requires a monthly fee for the rest of your life
26 to keep your degree active and acknowledged by the school you earned it from.
27 With University of Metaphysical Sciences you don’t have to pay us for the rest of
28 your life to verify your degree if anyone asks. We support you without any further
charges once you have your degree.
- We are also adding **video lectures to many of our courses** which most
metaphysical universities do not have
- There is **much more interaction between staff and students than most**
metaphysical schools offer for those who wish to have some extra counseling and
help with their growth on their spiritual paths. This is a place for true
transformation and awakening. We talk with you if you want to through your exam
reports as you go through your journey with University of Metaphysical Sciences.

- There is **much more guidance for those who are entering careers as leaders, teachers and healers** than offered in most other metaphysical schools. We want you to be successful!

(Exhibit 2, emphasis in original.)

53. These statements are clearly aimed at IMM as comparative statements, many of which are entirely false, and all of which are disparaging in violation of the Settlement Agreement.

54. With just a few bullet points, UMS has falsely accused IMM of having an outdated and limited curriculum, plagiarism of that curriculum, charging lifelong monthly fees, only having written material, and providing only limited guidance to students.

55. These statements are absolutely designed not only to disparage IMM, but to harm their student recruitment efforts to the benefit of UMS.

56. This page and the statements on it were very clearly violative of the Mutual Non-Disparagement Clause—there is simply no other way to interpret these statements but as an attack IMM and their curriculum, reputation, and business practices.

57. IMM did not discover the existence of this page until September 2020—meaning the page was up and available for at least seven months.

58. On September 17, 2020, IMM sent a detailed demand to UMS and its counsel, explaining in detail the terms of the Settlement Agreement that had been violated and issuing a demand that the page be taken down. (Exhibit 3, Dispute Notice.)

59. As the Dispute Notice states, IMM just wanted what UMS stated it wanted at the settlement conference—to peacefully coexist. IMM did not want to jump into litigation, and provided UMS the opportunity to resolve the matter in full at the time.

60. The Dispute Notice demand was very clear: “that the page be removed on or before **Friday, October 16, 2020.**” (emphasis in original.)

61. IMM informed UMS that if the page remained up after that date, IMM may either demand mandatory mediation, or wait until the 60 days from the notice and file suit.

UMS Fails to Remedy its Breach after Notice

62. No substantive response from UMS was forthcoming during the 30 days provided to remedy the violation. On October 17, counsel for UMS simply advised that the page had been “edited,” despite the demand being that the page be taken down.

63. The page indeed had been edited, to become a sort-of FAQ regarding how to select metaphysics institutions. However, the disparaging content that violated the Settlement Agreement largely remained.

64. The “edited” version still made clear reference to IMM, the only metaphysics institution in Sedona, Arizona:

University of Metaphysical Sciences is located in Arcata, California, NOT Sedona, Arizona. We have noticed that Google suggests searches that include our name with “sedona” and “arizona” or with variations of our name.

(Below are some questions you should ask any school you are considering if you want to know the differences between all the schools.)

When you use Google suggested search “university of metaphysical sciences sedona arizona” or “university of metaphysical sciences sedona” you will sometimes find different metaphysics universities that are clearly NOT University of Metaphysical Sciences.

We are hoping this confusion will disappear in time, even though no one knows how this started. These search terms never existed before now. This page is intended to clear up any confusion that could happen.

(Exhibit 4, Edited UMS Page) (emphasis in original.)

65. Just like the previous version, the “edited” version made clear it was referencing IMM. IMM is the only metaphysics institution headquartered in Sedona, Arizona, and a quick search of the terms referenced returned IMM websites as the top three results.

66. After clearly referencing IMM, the “edited” version toned down some of the language, but the disparaging comments remained:

A progressive curriculum written by many writers. University of Metaphysical Sciences curriculum was written by **24 different teachers** with various backgrounds and training. Some metaphysics university curriculums are

only written by one writer, long ago. We update our courses every year so our courses are always fresh, up to date and with the times. Students have lifetime access to their courses!

University of Metaphysical Sciences gives credit to all sources of its curriculum materials in the bibliography at the end of each course so students can go to the sources and dive deeper into any subject they are interested in. We always give credit to where the material came from. Make sure the school you are interested in attending gives credit to it's source material and is not just an "opinion article." Make sure the courses you take are researched. You can find **samples of our courses here**.

University of Metaphysical Sciences Has a 2500 + page curriculum that **fills a large bookshelf**. Make sure you are getting a REAL education and REAL reference material for your money! Not all curriculums are equal. University of Metaphysical Sciences courses become a reference library you can refer to for the rest of your life.

We are also adding **video lectures to many of our courses** which most metaphysical universities do not have.

There is **NO monthly fee you must pay for the rest of your life in order to keep your Degrees** earned at University of Metaphysical Sciences. Once you earn your degrees, they are yours forever. Make sure you find out if the school you choose is planning to continue to charge you to keep your degree active. Very important to know! Otherwise you are earning a degree you can't keep if it requires a monthly fee for the rest of your life to keep your degree active and acknowledged by the school you earned it from. You don't have to pay us for the rest of your life to verify your degree if anyone asks.

There is **more interaction between staff and students than any other metaphysical university we know of**. For those who wish to have some extra help with their growth on their spiritual paths, this is a university for true transformation and awakening. There is ongoing communication through your exams as you go through your journey with University of Metaphysical Sciences. If a student does not want the interaction or in need of it, it's not required. Either way, through the exam dialogues, we are there for you with some spiritual encouragement as you journey through our courses if you need healing.

We have many courses focused on helping you start your metaphysical business, giving you guidance in entering a career as a leader, teacher or healer, more than offered in most other metaphysics universities. Most do not have these types of courses at all. We want you to be successful!

(Exhibit 4) (emphasis in original.)

67. Just like the previous version of the page, it first makes a clear reference to IMM, then includes comparative statements touting the curriculum of UMS while denigrating the curriculum and practices of “other metaphysics universities.”

68. This “edited” page did not remedy the problems identified in the Dispute Notice.

69. This “edited” page did not resolve the violations of the Non-Disparagement Clause in the Settlement Agreement.

70. This “edited” page did not meet the clear demand of the Dispute Notice: to take the page down by October 16, 2020.

71. This “edited” page was entirely unsatisfactory to IMM.

72. After this response, IMM was uninterested in spending the time or money arguing the finer points of editing or language with UMS. It was very clear to IMM that UMS intended for its disparaging conduct to continue.

UMS’s Disparagement Campaign Expands and Increases Confusion

73. While IMM considered its options to enforce the Settlement Agreement, it appeared that UMS’s disparaging conduct expanded beyond the offending page.

74. IMM began to notice that new “reviews” had been posted at various review websites that seemed to track the “FAQ” points on UMS’s disparaging web page.

75. Online reviews at neutral sites are very important to IMM and other similar institutions. Prospective students read these reviews to help with their decisions as to which institution they should enroll in.

76. UMS is well aware of the importance of reviews. In fact, in the “edited” version of the offending page, UMS further lists and links numerous review sites:

Reviews

We do our best for every student, and the reviews about our curriculum tells the tale. You will find many reviews about University of Metaphysical Sciences:

- Google search page on a search for “university of metaphysical sciences” in Google
- Facebook
- Trustpilot.com/review

- Yelp
- Better Business Bureau

77. UMS even operates its own purported “review” website at www.metaphysicsuniversityreviews.com, registered by UMS in January 2019, while the 2017 Action was still pending.

78. After the Dispute Notice was sent, IMM began to notice several reviews posted to these review websites that mirrored the talking points from UMS’s page—even listing these talking points in the same order as the UMS page.

79. For example, on February 1, 2021, a “review” was posted to TrustPilot, an important review website that prospective students often consult prior to making decisions on which metaphysics instructional institution to enroll in.

80. This “review” was posted by someone using the name “Chuck Harris,” who claimed to have been a student at IMM and was reviewing IMM’s coursework and curriculum as a purportedly experienced student.

81. The review denigrated IMM’s institution University of Metaphysics, while specifically opining that UMS was “way better.”

82. IMM has no record of any student at any time named “Chuck Harris.”

83. The “review’s” text is as follows:

I enrolled in University of Metaphysics too quick and perhaps that was my fault. I got the material and it seemed to be all written by one guy, Paul Leon Masters. I read through all the materials for the Bachelor and Masters program in about a 2 days. It was mostly New Thought stuff that seemed a little more than similar Ernest Holmes “The Science of Mind”. Frankly, I was a bit annoyed so I started looking around. I found another school that was way better called the University of Metaphysical Sciences. Just one of their courses had more than the entire UOM program! I learned all kinds of cool new stuff that complimented what I already knew including how to develop psychic abilities. UOM had none of that. And all for basically the same price! The people at UOM were nice enough, but they wouldn't give me my money back. I decided to go to UMS anyway. What I wanted was to really learn a lot about metaphysics and get ordained so I can do weddings. You can get ordained at both, but there is nothing special about that since you can do that for free online. However, UMS was incredible. I got a lot of support and guidance including instruction on astral travel, channeling, healing and all sorts of deep deep esoteric knowledge. UOM isn't bad, its just really thin and you have to

1 pay dues every year for life which is weird. You could just read "Science of Mind"
2 for free online or do some positive thinking and that is basically the whole
3 program. Go here instead: metaphysicsuniversity.com This is my opinion and I
4 don't work for anyone. Just trying to save y'all some time.--Chuck Harris

(Exhibit 5, TrustPilot Review.)

5 84. The review covers the same topics as the FAQ-style page which UMS posted
6 and about which IMM sent the Dispute Notice.

7 85. The topics are even covered in the same order at the UMS page.

8 86. The "review" takes care to make some positive comments about IMM, despite
9 the negative overall tone, and further to proclaim "I don't work for anyone," in an
10 unconvincing effort to make the "review" seem genuine.

11 87. This review was removed after IMM lodged a complaint with Trust Pilot that
12 the review was not genuine, as there had never been a "Chuck Harris" enrolled at IMM,
13 and that the comments about IMM's curriculum were entirely inaccurate.

14 88. Because of the timing, the language, the topics covered, and the order thereof,
15 IMM believes that UMS or one of its representatives posted the "review."

16 89. Accompanying this Complaint is a subpoena to TrustPilot for the user
17 information, signup information, and IP address of "Chuck Harris."

18 90. But even if UMS denies responsibility, the "Chuck Harris" review then stands
19 as proof that UMS's disparaging web page is indeed operating to inflict harm on IMM.

20 91. The "Chuck Harris" review is not an isolated incident. IMM has noted
21 numerous similar anonymous "reviews" posted to third-party sites.

22 92. In addition, IMM representatives have repeatedly fielded inquiries from
23 prospective students citing misinformation about IMM's coursework and pricing—
24 misinformation that matched the talking points on UMS's offending web page.

25 93. For example, on March 11, 2021, an IMM representative spoke to a
26 prospective student who said that she had read the comments on the UMS website—
27 meaning she knew UMS's page was referring to IMM—and questioned why she had to
28 pay a lifetime affiliation fee to IMM of \$80.00.

1 94. The prospective student was told this was not true, that fees were not
2 mandatory, but it was clear that the misinformation on UMS's site had confused this
3 prospective student.

4 95. This same prospective student also asked why IMM was "not accredited" like
5 UMS. This is obviously false as there is no federally-recognized accrediting agency for
6 metaphysics degrees offered by either IMM or UMS. Again, UMS's offending page had
7 confused a prospective student, and made the prospective student believe false
8 information about IMM versus UMS.

9 96. IMM believes that there are countless other prospective students who have
10 been similarly confused after reading not only UMS's offending page but also the
11 suspicious "reviews" posted to review websites.

12 97. IMM has suffered damages due to this confusion in the form of lost
13 enrollments and damage to its reputation—which the non-disparagement clause of the
14 Settlement Agreement was supposed to resolve.

15 **UMS Breaches the Agreement by Using IMM's Marks and Names**

16 98. As part of the Settlement Agreement, UMS agreed not to use marks, words,
17 and abbreviations associated with IMM, including in its online advertising:

18 Defendant agrees not to use any of the Plaintiffs' registered trademarks, which
19 include University of Metaphysics, University of Sedona, International
20 Metaphysical Ministry, and Theocentric Psychology, in any way, and further
21 agrees not to use the abbreviations thereof such as IMM, UOM, or UOS in any
22 way, and further will not oppose or assist anyone in opposing the registration
23 of these four registered trademarks as word trademarks by Plaintiffs.

24 99. In 2021, while investigating these false reviews, IMM discovered that UMS
25 was using IMM's names and marks, including "University of Metaphysics," "University
26 of Sedona," "International Metaphysical Ministry," and abbreviations like "IMM" in
27 UMS's Google ads and headlines.

28 100. These Google ads and headlines were found in searches of all of IMM's
marks, registered or not, and were found being used to not only drive traffic to UMS's

1 website—www.metaphysicsuniversity.com—but to drive traffic to review sites wherein
2 reviews had disparaged IMM.

3 101. In July 2021, IMM engaged Brand Verity, a company that analyzes Google
4 ads (and other services’) run by companies, running millions of searches per day and
5 determining the keywords used by the advertiser—including keywords that may be
6 registered marks or prohibited words.

7 102. Brand Verity compiled daily, weekly, and monthly records of the searches it
8 performed using IMM’s marks and related words, and each of these records show that
9 UMS was running Google ad campaigns using headlines and descriptions that included
10 both the then-registered marks of IMM and other words or abbreviations thereof affiliated
11 with IMM, but the advertisement link would be back to a UMS site. (Exhibit 6.)

12 103. The records show that UMS was (and still is) using IMM’s registered mark
13 University of Metaphysics™ (76663832) as well as IMM’s previously-registered, long-
14 used marks University of Sedona (revival application pending at 97004000) and
15 International Metaphysical Ministry (revival application pending at 908630290) as part of
16 its Google advertising campaign in both the United States and abroad. (*Id.*)

17 104. These advertisements are a breach of the Settlement Agreement’s prohibition
18 on each party using the other’s trademarks or abbreviations thereof as search terms.

19 105. IMM has been damaged by these advertisements in an amount that cannot be
20 quantified at this moment, but is believed to be substantial.

21 106. This damage is primarily in the form of lost enrollments, but is also in the
22 form of damage to IMM’s standing and reputation in the marketplace. Many of the ads
23 that UMS has been running include additional keywords designed to disparage IMM,
24 including disparaging terms, in a hybrid violation of the prohibition on using marks as
25 well as a violation of the Non-Disparagement Clause.

26 107. The damage is ongoing—as of this filing, UMS continues to run dozens of
27 violative advertisements on a single day.
28

108. IMM suffers irreparable harm as a result of UMS’s ongoing conduct, such that it is entitled to an injunction to end this conduct—as UMS itself agreed in the Settlement Agreement.

IMM Settled in Good Faith, UMS Has Proven it did Not

109. The 2017 Action was based on IMM’s belief that UMS had engaged in a coordinated plan to confuse the market for prospective students, to tarnish IMM’s reputation, and to use IMM’s name and marks to drive traffic to UMS.

110. UMS denied that it ever had any such “plan,” and that IMM’s suspicions were unwarranted and unfounded (despite being confronted with proof that UMS was using IMM’s registered marks in its advertising and website titles).

111. IMM reached a settlement with UMS based in part upon UMS’s pledge to not disparage IMM; the non-disparagement clause was a material term of the Settlement Agreement.

112. IMM had hoped that UMS’s stated desire to peacefully coexist was the truth.

113. Unfortunately, in the two-plus years since the settlement was reached, UMS has twice falsely accused IMM of breaching the Settlement Agreement, has breached the Non-Disparagement Clause with its own web page referring to IMM (edited or not), has breached the clause regarding using each other’s names and marks or abbreviations thereof, and IMM suspects UMS is surreptitiously posting false reviews and spreading other misinformation about IMM. All of these activities confuse the marketplace and disparage IMM.

114. As stated in the Dispute Notice, IMM simply wants the benefit of the bargain it negotiated with the Settlement Agreement. IMM demanded that UMS remove the offending page, and UMS did not. IMM explained in its demand that while it wished to avoid litigation, IMM would consider filing a complaint and seeking injunctive relief.

115. IMM’s hand has been forced by UMS’s ongoing damaging conduct, conduct that (this time) is clearly being committed by UMS—posted on UMS’s own website—and

1 even with notice that IMM would consider litigation, UMS's conduct not only continued
2 but expanded and escalated.

3 116. IMM has been left with no choice but to file this action to enforce its
4 Settlement Agreement.

5 **COUNT ONE: BREACH OF CONTRACT**

6 **(Non-Disparagement Clause)**

7 117. All preceding paragraphs are incorporated by reference as though set forth
8 fully under this Count One.

9 118. In August 2019, IMM and UMS entered into a Settlement Agreement of the
10 2017 Action. (Exhibit 1, Redacted Settlement Agreement, at Section 5.)

11 119. One of the provisions of the Settlement Agreement was a Mutual Non-
12 Disparagement Clause.

13 120. In the Non-Disparagement Clause, the parties agreed "to not disparage one
14 another and to not make any statement about the other's conduct, reputation, or business
15 dealings that is designed to or has the effect of injuring the other's reputation or business
16 interests."

17 121. UMS has breached the Non-Disparagement Clause by posting the offending
18 page to its website in February 2020, and then refusing to remove it in October 2020,
19 instead "editing" it but failing to resolve the breach.

20 122. The offending page made disparaging statements about IMM's conduct,
21 reputation, and business dealings, and was very clearly designed (and had the effect) of
22 injuring IMM's reputation and business dealings.

23 123. IMM has been damaged by UMS's breach of the Non-Disparagement Clause.

24 124. The marketplace for prospective students has been confused by UMS's
25 breach, believing misinformation about IMM's curriculum and reputation, resulting in
26 damages to IMM in the form of lost enrollment fees.

27 125. IMM is entitled to recover damages for UMS's breach.
28

1 126. In the Mutual Non-Disparagement Clause, the parties agreed that damages for
2 breach of the clause would be presumed, and that such presumption would support the
3 entry of injunctive relief.

4 127. IMM is entitled to an injunction ordering UMS to remove the offending page,
5 to cease any activities violating the Non-Disparagement Clause, to cease posting fake
6 “reviews” of IMM, and to cease all activities damaging IMM’s reputation and business
7 dealings.

8 **COUNT TWO: BREACH OF THE IMPLIED COVENANT OF GOOD FAITH**

9 128. All preceding paragraphs are incorporated by reference as though set forth
10 fully under this Count Two.

11 129. Implied in every contract is an implied covenant of good faith and fair
12 dealing, in which the parties pledge to fulfill the terms of the agreement as well as the
13 spirit of the agreement.

14 130. The Settlement Agreement included an implied covenant of good faith and
15 fair dealing.

16 131. UMS’s almost immediate accusations, breach of the Non-Disparagement
17 Clause, and posting of fake “reviews” on various websites are all a breach of the implied
18 covenant.

19 132. Due to UMS’s action, IMM has not received the benefit of its bargain.

20 133. IMM has been damaged by UMS’s breach of the implied covenant.

21 134. IMM is entitled to recover its damages for breach.

22 **COUNT THREE: BREACH OF CONTRACT**

23 **(Agreement Regarding Advertising Terms)**

24 135. All preceding paragraphs are incorporated by reference as though set forth
25 fully under this Count Three.

26 136. As part of the Settlement Agreement, both parties agreed not to use each
27 other’s registered marks or abbreviations thereof in their advertising.
28

137. In 2021, IMM discovered that UMS had been running dozens of advertisements daily in the United States and abroad that used terms like University of Metaphysics™, as well as previously-registered terms like International Metaphysical Ministry and University of Sedona (both of which are being revived), and abbreviations thereof, which is expressly prohibited by the Settlement Agreement.

138. Further, IMM discovered that UMS was using these registered terms and abbreviations along with disparaging terms, which further violated the Non-Disparagement Clause of the Settlement Agreement.

139. UMS's conduct is a breach of the Settlement Agreement in two separate but equally important ways.

140. UMS's conduct has caused damage to IMM in an amount that cannot yet be quantified, but is believed to be substantial considering they are the two largest competitors in the market.

141. UMS's conduct is ongoing, and results in irreparable harm to IMM that can only be stopped by injunctive relief, which the parties to the Settlement Agreement agreed was available to them in the absence of quantifiable damage and to protect their own marks and reputation.

COUNT FOUR: TEMPORARY RESTRAINING ORDER AND PRELIMINARY
INJUNCTION

142. All preceding paragraphs are incorporated by reference as though set forth fully under this Count Four.

143. In the Settlement Agreement, the parties agreed that injunctive relief would be appropriate for a breach of that agreement.

144. The parties further agreed in the Settlement Agreement that because damages would be difficult to prove for injunctive relief at the outset of a claim for breach, the existence of damages for breach was stipulated to by the parties.

145. UMS has breached the Settlement Agreement in three ways: by materials posted on its own website disparaging IMM, by the use of prohibited marks and words in

1 advertising, and finally by creating false reviews designed to disparage IMM and create
2 confusion in the marketplace.

3 146. Each of these breaches are easily proven—one comes from UMS’s own
4 website, which it still proudly displays despite being warned about the breaching
5 conduct—such that IMM’s chances of success on the merits is very high.

6 147. Each of these breaches are ongoing and present irreparable harm to IMM—
7 not only in reputation, but in creating confusion in the limited marketplace for
8 enrollments.

9 148. IMM is entitled to injunctive relief as sought in the accompanying
10 Application for TRO and Preliminary Injunction, as it is the only way to stop this
11 ongoing, irreparable harm while this matter is litigated.

12 WHEREAS, having set forth in detail the basis for this action, IMM respectfully
13 requests relief from the Court as follows:

- 14 a. For injunctive relief ordering the removal of the offending page and the
15 immediate cessation of all disparaging conduct by UMS;
- 16 b. For injunctive relief ordering that UMS immediately cease the use of IMM’s
17 registered marks or abbreviations thereof, as well as the use of IMM’s pending
18 marks or abbreviations thereof, as part of UMS’s advertising;
- 19 c. For money damages for breach of contract in an amount to be determined at trial
20 but believed to exceed \$75,000 or the minimum amount for this Court to exercise
21 jurisdiction;
- 22 d. For money damages for breach of the implied covenant of good faith and fair
23 dealing;
- 24 e. For IMM’s attorneys’ fees and costs under Section 10.8 of the Settlement
25 Agreement as well as any applicable California fee-shifting statute for contract
26 actions; and
- 27 f. For all other relief as the Court may deem necessary.
- 28 g.

JURY TRIAL

Plaintiff IMM hereby demands a jury trial.

DATED this 14th day of October, 2021.

By /s/ Eric B. Hull
Eric B. Hull
8200 Wilshire Blvd., Suite 222
Beverly Hills, California 90211
Attorney for Plaintiff

CERTIFICATE OF SERVICE

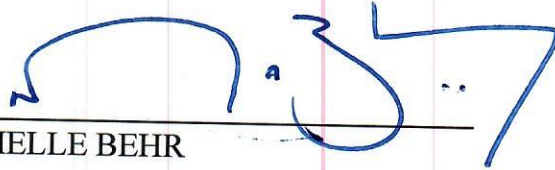
The foregoing was filed through the District Court's ECF filing system on October 14, 2021, and a copy sent via e-mail to the following counsel or parties who are known to have represented the Defendant in the past:

Peter S. Veregge
CISLO & THOMAS LLP
12100 Wilshire Blvd., Suite 1700
Los Angeles, California 90025-7103
peter@cislo.com

/s/ Marina Gonzales

VERIFICATION

I am an officer and board member of International Metaphysical Ministry, Inc. (IMM). I have read the foregoing Complaint, and under penalty of perjury I verify that the facts and matters included therein are true in substance and in fact to the best of my knowledge, except as to those matters stated on information and belief, and as to those matters I believe them to be true.



MICHELLE BEHR